



CITY OF MINERAL WELLS REQUEST FOR PROPOSAL

COMPREHENSIVE UTILITY RATE STUDY

PROPOSALS ARE DUE TO THE OFFICE OF THE
CITY CLERK PRIOR TO:

**December 12, 2017
@ 2:00PM CST**

**NO LATE SUBMITTALS WILL BE
ACCEPTED.**

Questions may be sent to jmoran@mineralwellstx.gov
prior to:

December 8, 2017 @ 4:00 p.m. CST

**Proposals must be supplied on a
CD or flash drive with seven
hard copies.**

Documents must be delivered or
mailed to:

**CITY OF MINERAL WELLS
JUANITA FORMBY
CITY CLERK
115 S.W. 1ST STREET
P.O. BOX 460
MINERAL WELLS, TX 76068**

For additional information concerning this RFP please contact:

John Moran
Director of Finance
jmoran@mineralwellstx.gov
(940) 328 – 7711 Tele
(940) 328 – 7732 Fax



CITY OF MINERAL WELLS REQUEST FOR PROPOSAL

RFP for a Comprehensive Rate Study

PROPOSER MUST SUBMIT ORIGINAL PROPOSAL ON A CD OR FLASH DRIVE PLUS SEVEN HARD COPIES TO FACILITATE EVALUATION. IF THE HARD COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASH DRIVE, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

PROPOSALS MUST BE RECEIVED BY DECEMBER 12, 2017 BEFORE 2:00 PM CST BY THE CITY CLERK'S OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED NONRESPONSIVE.

Proposals will be publicly opened and names of those that submitted will be read aloud at the Mineral Wells City Hall Annex located at 115 S.W. 1st Street, Mineral Wells, Texas 76067 on December 12, 2017 at 2:05 p.m. CST.

Write the name of proposal, *RFP for Comprehensive Rate Study*, and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Submitting Proposals" attached hereto. Each proposer is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposal. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

The City will have the right and option to terminate the contract upon thirty (30) days written notice. The successful proposer may be required to execute a written contract.

SEE ATTACHED SPECIFICATIONS/PROPOSAL FORM

GENERAL CONDITIONS OF SUBMITTING PROPOSALS

1. INSTRUCTIONS: These instructions apply to all proposals and become a part of the terms and conditions of any proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by proposer when submitting.

SUBMITTING PROPOSALS

2. FORM: Proposers must submit an original on a CD or Flash drive, and seven (7) hard copies of the sealed proposal to the City Clerk prior to response due date/time. Failure to submit the additional hard copies may result in the proposal being declared nonresponsive to the specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of proposal closing.
4. QUANTITIES: In the case of estimated requirements contract, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this proposal regardless of quantity. The successful proposer shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Mineral Wells, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Proposals MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the proposer shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting proposer.
8. PROPOSER SHALL PROVIDE: With this proposal response, the proposer shall provide all documentation required. Failure to provide this information may result in rejection of the proposal.
9. ALTERING/WITHDRAWAL OF PROPOSALS: Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No proposal

may be withdrawn after opening time without first submitting a written reason to the Director of Finance and obtaining the Director of Finances' subsequent approval.

10. PRESENTATION OF PROPOSALS: No oral, telegraphic, telephonic, e-mailed, or facsimile proposals will be considered at this time. All proposals must be submitted in a sealed envelope.
11. CORRESPONDENCE: The title "RATE STUDY" must appear on ALL correspondence, inquiries, submittal documents, etc. pertaining to this Request for Proposal.
12. ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Mineral Wells Finance Department. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the proposer to ensure receipt of all addenda and to include the changes in this proposal document.
13. LATE PROPOSALS: Proposals received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. PROPOSAL OPENINGS: Names of all proposers submitting proposals will be read aloud at the City's proposal opening for the designated project. However the reading of a proposal at opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive.

The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, City of Mineral Wells Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful proposer upon award of the contract and according to state law; all proposals received will be available for inspection at that time, unless otherwise provided by law.

15. PROPOSAL TABULATION: Proposers desiring a copy of the tabulation may request it by enclosing a self-addressed stamped envelope with their proposal. TABULATION RESULTS WILL NOT BE GIVEN BY TELEPHONE. If you have any questions, please contact the City of Mineral Wells City Clerk, at cityclerk@mineralwellstx.gov or (940) 328 – 7701.
16. PROTESTS: All protests regarding the proposal solicitation process must be submitted in writing to the City within five (5) working days following the opening of proposals. This includes all protests relating to advertising of notices, deadlines, opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.
17. PROPOSAL AWARD: The City reserves the right to award a separate contract to

separate proposers or to award one contract for the entire proposal.

18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine proposer's ability to meet these minimum standards listed above.

20. ASSIGNMENT: The successful proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Proposals on brands of like nature and quality may be considered unless specifically excluded. If proposing on other than referenced, proposal must certify article offered is equivalent to specifications and it is subject to approval by the utilizing department and the Finance Department. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH PROPOSAL UNLESS REQUESTED.
22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".

25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. **PATENT RIGHTS: The Proposer agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.**

PURCHASE ORDERS AND PAYMENT

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Finance Department to the successful proposer. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
29. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN PROPOSAL PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Department.
30. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the highest scoring proposer.
31. INVOICES: Invoices may be submitted by the successful proposer to the City of Mineral Wells Finance Department by postal mail or email to finance@mineralwellstx.gov.

CONTRACT

32. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract or multiple year proposal, the contract shall be for a predetermined period as specified in the Request for Proposals. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
33. AUDIT: The City reserves the right to audit the records and performance of successful proposer during the term of the contract and for three (3) years thereafter.

34. **SUCCESSFUL PROPOSER SHALL: Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.**
35. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful proposer fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another proposer, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful proposer.
36. **ACCEPTABILITY:** All articles enumerated in the proposal shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Finance who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the proposer and at its expense. All disputes concerning quality of supplies utilized in the performance of this proposal will be determined solely by the City Director of Finance or designated representative.
37. **REMEDIES:** The successful proposer and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
38. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in, and venue for any disputes will be, Palo Pinto County, Texas.
39. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
40. **NO PROHIBITED INTEREST:** The proposer acknowledges and represents they are aware of the state laws and City Charter regarding conflicts of interest.

41. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
42. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Clerk of the City of Mineral Wells not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.mineralwellstx.gov. By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
43. **PREVAILING WAGE RATES:** Contractors are required to pay not less than the rates determined using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, to a worker employed by it in the execution of a contract for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction.. Contractors are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project.
44. **APPLICABLE LAW:** Contractor shall comply with all federal, state and Mineral Wells laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Contractor and its work in or around the Facility. Contractor shall ensure that its officers, employees, agents, contractors and other parties

performing services for or on behalf of Contractor comply with all applicable laws, statutes, ordinances, regulations and policies.

45. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2017.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law.

46. NO BOYCOTT OF ISRAEL. Pursuant to Texas Government Code Chapter 2270, the Contractor agrees that its submitted proposal serves as written verification that the Contractor: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the contract.
47. COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION. Pursuant to Texas Government Code Chapter 2252, Subchapter F, the Contractor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

Filing Process:

Within ten days of being notified of award of a contract by the City of Mineral Wells, the successful vendor (business entity) must use the Texas Ethics Commission's web application, <https://www.ethics.state.tx.us/File/>, to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that **will contain a unique certification number**. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be provided to the City of Mineral Wells Purchasing division (**within 10 days of being notified of award of a contract**).

The City of Mineral Wells is required to notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

CITY OF MINERAL WELLS CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Mineral Wells shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change or modification of any policies, evidenced by return receipt or United States Mail. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
4. Endorsement applicable to each policy provided.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract

Type and amount of Insurance

Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

SAMPLE ON FOLLOWING PAGE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/01/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Brokerage 1234 Frisco Square Blvd. Frisco, Texas 75034	CONTACT NAME: John Smith PHONE (A/C, Ho, Ext): 972-555-5555 FAX (A/C, Ho): 972-555-5556 E-MAIL ADDRESS: johnsmith@abcinsurance.com														
INSURED Your Company Name Here Address of Insured Address of Insured	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Insurance Company Name</td><td>12345</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Company Name	12345	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Insurance Company Name	12345														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			987654	03/05/2013	03/05/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UTILITY LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			123456	03/05/2013	03/05/2014	PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 100,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	123456	03/05/2013	03/05/2014	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Mineral Wells, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers' compensation. Provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

CERTIFICATE HOLDER City of Mineral Wells 115 S.W. 1 ST STREET Mineral Wells, TX 76068	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE SIGNATURE HERE
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ACORD 25 (2010/05)

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Supplemental Information

Texas Government Code Section 2252.002 Non-resident Bidders

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company's majority owner:

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Mineral Wells to involve small businesses and qualified minority/women- owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

1. Sole Proprietorship _____ YES _____ NO
2. Partnership _____ YES _____ NO
3. Corporation _____ YES _____ NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

___NO ___YES If yes, specify (___) MBE (___) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ___NO ___YES

If yes, specify governmental agency: _____

Date of certification: _____

AFFIDAVIT OF NO PROHIBITED INTEREST

THE STATE OF _____ §

THE COUNTY OF _____ §

I, _____, a member of the Contractor team, make this affidavit and hereby under oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- _____ Ownership of ten percent (10%) or more of the voting shares of the business entity.
- _____ Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000) or more of the fair market value of the business entity.
- _____ Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- _____ Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000).
- _____ A relative of mine has a substantial interest in the business entity or property that would be affected by my business decision of the public body which I am a member.
- _____ Other:
- _____ None of the Above.

Upon filing this affidavit with the City of Mineral Wells, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573, TEX. GOV'T CODE, as amended, is a member of a public body which took action on the agreement.

Signed this ____ day of _____, 2017.

Signature of Official/Title

BEFORE ME, the undersigned authority, this day personally appeared _____, and on oath stated that the facts hereinabove stated are true to the best of his/her knowledge or belief.

Sworn to and subscribed before me on this _____ day of _____, 2017.

Notary Public in and for the State of _____
My commission expires: _____

CIQ Form-To be completed by the Proposer and Submitted with Proposal

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. <div style="text-align: center;">_____</div> <div style="text-align: center;">Name of Officer</div>		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. <div style="margin-left: 40px;"> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> </div>		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">_____</div> <div style="width: 40%;">_____</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="width: 60%;">Signature of vendor doing business with the governmental entity</div> <div style="width: 40%;">Date</div> </div>		

PROPOSER REMINDER LIST:

REQUESTED DOCUMENTATION INCLUDED?

ORIGINAL ON A CD OR FLASHDRIVE AND SEVEN (7) HARD COPIES INCLUDED?

ALL BLANKS COMPLETED ON THIS FORM?

COMPLETED COMPANY PROFILE/REFERENCES?

COMPLETED SIGNATURE?

Schedule of Events

Public Notification/Advertisement

November 11, 2017

November 18, 2017

Deadline for Submitting Questions

December 08, 2017 4:00PM CST

RFP Responses Due

December 12, 2017 2:00PM CST

Questions concerning this RFP are due in writing via e-mail to jmoran@mineralwellstx.gov before the deadline for submitting questions as stated above.

**REQUEST FOR PROPOSAL
COMPREHENSIVE RATE STUDY AND MODEL DEVELOPMENT
UTILITY/ENVIRONMENTAL COLLECTION FEES**

I) SCOPE OF SERVICES - INTRODUCTION

Purpose:

The City of Mineral Wells is requesting proposals from qualified consultants to prepare a comprehensive water and wastewater rate study, including model development. The intent of the study is to independently analyze and assess the City's current rate structure, determine an updated cost of service, and provide recommendations for equitable, sustainable cost recovery by customer class.

Based on the proposals received, respondents may be shortlisted for interviews and/or presentations. Upon completion of the interview/presentation phase (if necessary), the City expects, but is not obligated, to proceed with negotiation of a contract with the selected proposer. Any proposer responding to this Request for Proposal must agree to the terms and conditions included in this RFP.

City Description:

The City of Mineral Wells is located about 50 miles west of downtown Fort Worth in northeastern Palo Pinto County and northwestern Parker County. Mineral Wells has a current population of approximately 17,000. The City of Mineral Wells, in conjunction with Palo Pinto County Municipal Water District #1, anticipate construction of the new Turkey Peak reservoir within the next three (3) to five (5) years in order to address long – standing raw water supply issues.

System Descriptions:

The system's mission is the supplying of safe, uninterrupted water and wastewater services to Mineral Wells residents and businesses. The City treats its own water and wastewater and is fully permitted by TCEQ to do so. The Palo Pinto County Municipal Water District #1 actually owns the water treatment facility as well as Lake Palo Pinto, the current raw water source for the City of Mineral Wells. The City purchases raw water from the Palo Pinto County Municipal Water District #1 and subsequently treats the water in accordance with state standards. The City of Mineral Wells also sells treated water to seven (7) outside water district customers. The City of Mineral Wells Utility department staff is responsible for maintaining water distribution mains, fire hydrants, sewer collection lines, and related pumping and storage facilities. Typical duties include meter reading and repairs, responding to customer service orders, cleaning sewer lines, and testing for proper operation: water meters, shut-off valves, and fire hydrants

The City has approximately 6,300 utility accounts. Additionally, the City utilizes Tyler Technologies – Incode software for the billing of utility accounts.

- Operating revenues are determined by the water and sewer rates as well as the volume of water sold and sewer treated. These revenues are seasonal and highly influenced by weather patterns.
- Operating expenses are dominated by payments to the Palo Pinto County Municipal Water District #1 for the purchase of raw water, the treatment of sewage and the administrative costs for billing, maintenance, capital expenses, engineering and GIS services.
- The 2017 ending working capital (unaudited) for the Water & Sewer Fund is approximately \$2.8 million.

Included as Attachment A are the current rates for the City's Utility systems.

II) SCOPE OF SERVICES - PROJECT SCOPE

A) Overview:

The City desires a comprehensive rate study, which will require a qualified consultant or consulting firm. The purpose of the study is to provide the City with information sufficient to support a recommendation to the City Council for adjustments in rates for water and wastewater operations. This study will also determine the adequacy and most appropriate rate structure for all utility rates assessed by the City considering such issues as conservation, consumption characteristics of various customer classes, deviation from cost of service principles and fairness and equity implications, and customer understanding. The City expects the rates developed by the study to be adequate for at least two years and the rate schedule (i.e. comparative rates by customer class) to maintain its integrity for at least five years. The rates will also need to include appropriate amounts to fund construction of the Turkey Peak Reservoir project.

B) Analyze Utility Fund Finances:

Consultant will be expected to analyze and obtain a thorough understanding of the Utility fund's financial condition. The analysis is expected to include at minimum:

- (1) Analysis of historical operating expenses including cost of water purchased and wastewater treated.
- (2) Analysis and evaluation of Utility Department's capital improvement program, and determination of funds needed to support the capital improvement program.
- (3) Analysis of historic demand and consumption characteristics with the purpose of properly classifying and segregating the costs associated with the different functions and customers of the City's utility system.
- (4) Analysis of existing Utility fund financial condition and the planned infrastructure improvements, to include the Turkey Peak Reservoir project.
- (5) Analysis of the impact of peak demands on the cost of providing service.

C) Develop Rate Schedule:

The consultant will be expected to develop a schedule of water and wastewater rates. The rates must be developed in context with the City's financial policies related to user charges as described below:

The City will establish user charges and fees at a level that attempts to recover the full cost of providing the service.

- *User fees, particularly utility rates, should identify the relative costs of serving different classes of customers.*
- *Where possible, utility rates should be designed to reduce peak (hour and day) demands on the utility systems and encourage conservation.*
- *The City will make every reasonable attempt to ensure accurate measurement of variables impacting the revenue streams (e.g. verification of Palo Pinto County Municipal Water District #1 future projections, accuracy of water meters, growth estimates).*

In addition to the above policies, the developed rate schedule must meet the following characteristics:

1. Be compatible with the existing utility billing computer system.
2. Be easily described to customers and lay persons.
3. Encourage conservation.

D) Benchmark to Area Cities:

The consultant will be expected to compare and contrast the City's existing water and sewer rates and the new rates developed by the study with the rates of comparable cities within the region and state, and/or other mutually agreed upon cities. The benchmarking must be for all comparable customer classifications. The benchmarking aspect of the study should include comment as to whether the developed rates will materially impact the ability to attract and retain retail and commercial businesses.

E) Develop Computerized Rate Model:

The consultant will develop a computerized rate model that will be provided to the City at the conclusion of the study. The model should be developed with the following characteristics:

1. Model must be developed using Microsoft Excel applications.
2. Model should allow for updating of consumption patterns by customer classification.
3. Model should allow for updating of operating, debt service and capital costs.
4. Model should include pre-defined graphical presentation of consumption, revenue and expense data.
5. Model should integrate the revenue produced by rates with the Utility fund financial plan.
6. Consultant will train city personnel to periodically update model costs factors and develop scenarios by rate and customer class.

F) Discuss Findings and Present Final Report:

The consultant will be expected to present the analysis findings with senior management staff, address questions and/or concerns and incorporate management comments into final recommendations. The consultant will make a final presentation to City Council.

III) PROPOSAL SUBMITTAL INFORMATION

Each proposal must follow the format described in this section. Any proposal which does not adhere to this format may be eliminated from further consideration at the discretion of the City of Mineral Wells.

Section 1: Title Page and Executive Summary

The Title Page and Executive Summary shall include the title, *Comprehensive Rate Study*. Provide a brief description of your company/firm, and any subcontractors or third party vendors proposing to work on this project (if applicable). It shall be signed by an officer of your company authorized to bind the organization in contracts.

Section 2: Table of Contents

Provide page numbers for the beginning of each section of your proposal.

Section 3: Company Background/References

- a. History of firm/partnership.
- b. Client list of relevant projects (minimum of three) completed within the past three years. The client list should include the project scope, and contact information, including contact name, email and phone number.
- c. Experience with federal, state, and local governments.
- d. Project team key personnel resumes and their involvement on the project.

Section 4: Scope

- a. Deliverables/Work Plan - The proposal should detail the various components (II. Scope of Services A-F) of this particular engagement and the deliverables resulting from each component.
- b. Timeline for completing study. The City expects to start the project no later than February 2018.

Section 5: Pricing

Overall cost of the study. Any additional costs or fees related to the scope of work should be submitted with your proposal. Please include a not to exceed cost on reimbursable/direct expenses as well.

Section 6: Required Forms

- a. Supplemental Information- pages 13 and 14 of this RFP.
- b. Affidavit of No Prohibited Interest- page 15 of this RFP.
- c. Conflict of Interest Questionnaire- page 16 of this RFP.
- d. Signature Form- page 27 of this RFP.

IV) EVALUATION PROCESS

Evaluation Criteria: Proposals *may* be evaluated using the following weighted criteria:

References and Firm/Staff Experience	35%
Work Plan, Deliverables, Timeline	35%
Proposal Cost	<u>30%</u>
TOTAL	100%

V) FINAL SELECTION

The City will select a firm based upon the recommendations of the evaluation committee made up of City staff that will review all responses and evaluate based on the criteria outlined above. The City reserves the right to bring in short listed firms for additional evaluation or to award based on proposals submitted.

Attachment A

City of Mineral Wells Rate Structures FY 2017

For all users, including special utility districts, wholesale water supply corporations and the City of Graford, there shall be a minimum monthly bill based upon the size of water meter provided. The minimum monthly bill shall be:

<i>Meter Size (Inches)</i>	<i>Minimum Monthly Bill</i>
¾ or smaller.....	\$ 16.80
1.....	27.52
1 ½.....	54.02
2.....	91.16
3.....	197.33
4.....	345.88
6.....	770.54
8.....	1,364.90

All water use each month shall be charged and billed at rates listed in the table below.

The monthly volume charge for single-family residences, duplexes, apartment units, churches, mobile homes or manufactured homes, and private non-profit organizations, but not including public agencies, which residences or buildings are individually metered for water shall be the Residential Rate.

The monthly volume charge for water metered for irrigation purposes shall be the Irrigation Rate.

The monthly volume charge for all other users, including commercial, industrial, governmental (municipal), special utility districts, wholesale water supply corporations, and the City of Graford shall be the General Service Rate.

<u>Volume Charge per 1,000 Gallons</u>	<u>Residential</u>	<u>Irrigation</u>	<u>General Service</u>
0 - 3,000 Gallons	\$4.19	\$4.93	\$4.93
3,001 – 5,000 Gallons	\$4.45	\$4.93	\$4.93
5,001 – 10,000 Gallons	\$4.93	\$4.93	\$4.93
10,001 – 20,000 Gallons	\$5.44	\$5.44	\$4.93
20,001 – 30,000 Gallons	\$5.93	\$5.93	\$4.93
All Over 30,000 Gallons	\$6.41	\$6.41	\$4.93

The monthly sewer charge for single-family residences, duplexes, apartment units, churches, mobile homes or manufactured homes, and private non-profit organizations, but not including public agencies, which residences or buildings are individually metered for water shall be:

Minimum bill.....	\$10.44
Volume charge for every 1,000 gallons of water used.....	5.82
Maximum bill.....	80.34

The volume charge shall be based on the average monthly water usage for that water account

as billed in the immediately preceding months of December, January and February. The volume charges shall be adjusted annually in April of each year. In extreme and unusual circumstances, the volume charge may be based on the water usage billed for any three full consecutive months during the most recent twelve months for that water account.

When average monthly usage is not available for the preceding months of December, January and February, the sewer bill shall be based on a predetermined monthly residential average use of 4,800 gallons per month, the charge being \$38.38. After the first three full months of service and at the customer's request, the water account may be billed on the average monthly water usage billed for those three months of service.”

The city shall bill individual customers connected to the public sanitary sewer system who are not customers of the city water system a monthly fee of \$38.38. Mobile home or manufactured home parks connected to the public sanitary sewer system who are not customers of the city water system shall be billed a monthly fee of \$38.38 per unit. If no reasonable manner of measuring a customer’s water use exists, the sewage rate to an individual sewer user, where payment is not guaranteed by a private sewage collection entity, shall be \$38.38 per month for single-family residences.”

*Additional financial information may be found on the City’s website: www.mineralwellstx.gov. Current year monthly financial reports, latest Comprehensive Annual Financial Report and the 2017 Budget Document are all available on-line.



**CITY OF MINERAL WELLS
FINANCE DEPARTMENT**

**SIGNATURE FORM
REQUEST FOR
PROPOSAL
COMPREHENSIVE RATE STUDY**

The undersigned certifies that the prices and information contained in this proposal have been carefully reviewed and are submitted as correct and final. Proposer further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Request for Proposal.

"I hereby certify that the foregoing proposal has not been prepared in collusion with any other proposer or other person or persons engaged in the same line of business prior to the official opening of this proposal. Further, I certify that the proposer is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service proposed on, or to influence any person or persons to propose or not to propose thereon."

Name of Proposer: _____

Address of Proposer: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax: _____

E-mail address: _____

By (print name) _____

Title: _____ Federal ID #/EIN #: _____

Signature: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____